

# DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: Contract Agreement #: 16955 Form of Agreement: Amendment Amendment #: 3

Name of Recipient: Verisk Health Solutions, Inc. Vendor #: 293946

Program Manager : Jeff Ross Phone #: 879-8201

Agreement Manager: Sawyer Joecks Phone #: 879-5922

Brief  
Explanation of Agreement: Replacing existing deliverables and adding Attachment D

Start Date: 05/28/2010 End Date: 08/01/2012 Maximum Amount: \$455,393.17

Amendments Only: Maximum Prior Amount: \$281,750.00 Percentage of Change: 225.28%

Bid Process (Contracts Only): ☐ Standard ☐ Simplified ☒ Sole Source ☐ Statutory ☐ Master Contract SOW

## Funding Source

Global Commitment 93.778

\$455,939.00

## Contents of Attached Packet

- ☒ AA-14 ☐ Attachments A, B, C & F ☐ Attachment G - Academic Research  
☒ Sole Source Memo ☒ Attachment D - Modifications to C & F ☐ MOU  
☐ Qualitative/Justification Memo ☐ Attachment E - Business Associate Agreement ☒ Other: **Base, Amend 1, & Amend 2**

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones	6/14	6/14
DVHA BO	Jill Gould	6/14/12	6/14/12
DVHA Commissioner or Designee	Lori Collins, Dpty Commissioner	6/14/12	6/14/12
AHS Attorney General	Seth Steinzor, AAG	5/1	6/28/12
Following Approvals for Contracts Only:			
AHS CIO	Angela Rouelle	ASK	7/2/12
AHS Central Office	Martha Giglio		
AHS Secretary	Christine Oliver, Dept Sec		

Vision Account Codes: 507600/ 3410010000/ 41487/ 20405:

☐ FFATA Entry ☐ Grant Tracking Module Vision PO #: \_\_\_\_\_ Initials & Date: \_\_\_\_\_ Approval & B/C: \_\_\_\_\_



Note: All sections are required. Incomplete forms will be returned to department.

**I. CONTRACT INFORMATION:**

Agency/Department: AHS/ DVHA Contract #: 16955 Amendment #: 3  
 Vendor Name: Verisk Health, Inc. VISION Vendor No: 293946  
 Vendor Address: 130 Turner Street, 7<sup>th</sup> Floor, Waltham, MA 02453  
 Starting Date: 5/28/2010 Ending Date: 7/31/2013 Amendment Date: 8/1/2012  
 Summary of agreement or amendment: Replacing deliverables schedule and adding Attachment D

**II. FINANCIAL INFORMATION**

Maximum Payable: \$455,393.00 Prior Maximum: \$ 455,393.00 Prior Contract # (If Renewal):  
 Current Amendment: \$0.00 Cumulative amendments: \$ 315939.00 % Cumulative Change: 225.28 %  
 Business Unit(s): 3410; ; - [notes: ] VISION Account(s): 507600;

**III. PERFORMANCE INFORMATION**Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? ☐ Yes ☒ No

Estimated Funding Split: G-Fund % S-Fund % F-Fund % GC-Fund 100 % Other %

**III. PUBLIC COMPETITION**

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☐ Standard bid or RFP ☐ Simplified Bid ☒ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

**IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION**

Check all that apply: ☐ Service ☐ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing  
☒ Information Technology ☐ Other, describe:

**V. SUITABILITY FOR CONTRACT FOR SERVICE**

☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

**VI. CONTRACTING PLAN APPLICABLE:**Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? ☐ Yes ☒ No**VII. CONFLICT OF INTEREST**

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

**VIII. PRIOR APPROVALS REQUIRED OR REQUESTED**

☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)  
☒ Yes ☐ No I request the Attorney General review this agreement as to form  
 No, already performed by in-house AAG or counsel: \_\_\_\_\_ (initial)  
☒ Yes ☒ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over \$100,000  
☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over \$15,000  
☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)  
☒ Yes ☐ No Agreement must be approved by the Secretary of Administration

**IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL** *my 7/12/12*

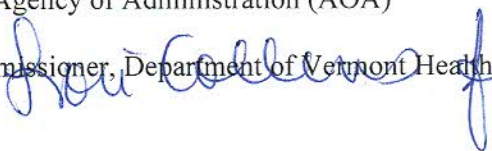
I have made reasonable inquiry as to the accuracy of the above information:

*6/18/12* *John Collins* Date Agency / Department Head *7/20/12* *Christian Motwin* Date Agency Secretary or Other Department Head (if required)  
*6/28/12* *[Signature]* Date Approval by Attorney General Date Approved by Commissioner of Human Resources  
 Date CIO Date CMO *7/20/12* *[Signature]* Date Secretary of Administration

*Ask 7/2/12***JUL 20 2012**

MEMORANDUM

**TO:** Jeb Spaulding, Secretary, Agency of Administration (AOA)

**FROM:** Lori Collins, Deputy Commissioner, Department of Vermont Health Access (DVHA) 

**DATE:** June 13, 2012

**SUBJECT:** Request for third contract amendment with Verisk Health, Inc., Contract # 16955  
Proposed Duration: 5/28/2010 – 7/31/2013 Proposed Increase: \$0.00

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The Department of Vermont Health Access recently executed a fourteen month extension amendment to our existing contract with Verisk to license proprietary software that will calculate quality measures of health care.

This amendment was part of a mutual understanding between the State and Verisk during the final days of the contract's expiration, when Verisk was pursuing changes to the dates in the deliverables schedule and changes in Attachment's C and F of the State of Vermont's standard contract provisions. These changes will have minimal impact to the scope of the program, no effect on cost, and come with little risk to the State.

The funding for this amendment will be covered by the Global Commitment to Health appropriations for the term of the contract. This contract complies with all mandatory provisions of AOA Bulletin 3.5. DVHA looks forward to the approval of this amendment.



### AMENDMENT

It is agreed by and between the State of Vermont, **Department of Vermont Health Access** (hereafter called the "State") and **Verisk Health Solutions, Inc.** (formerly D2Hawkeye, Inc.), with a principal place of business at 201 Jones Rd., 7<sup>th</sup> Floor, Waltham, MA 02451 (hereafter called the "Contractor") that the contract on the subject of services and license for Healthcare Effectiveness Data and Information Set (HEDIS) measures, effective May 28, 2010, is hereby amended effective August 1, 2012 as follows:

1. By deleting the table in Section #3 (Deliverables and Schedule) on pages 1-2 of 17 in Amendment #2, and substituting in lieu thereof the following table:

Item	Deliverable description	Assigned to	Completion Date
1	Kickoff meeting, Web Portal Set up, Software access	Vendor	October 31, 2012
2	Client Questionnaire completed	Client	November 30, 2012
3	Input File Walkthrough Webinar	Vendor	November 30, 2012
4	Define Custom Input (if applicable)	NA	NA – if client will use standard format
5	Test Admin Data prepared	Client	November 30, 2012
6	Translate Custom Input (if applicable)	NA	NA – if client will use standard format
7	Test Run completed	Vendor	14 days from the receipt of usable input files
8	Data Analysis - Test	Client	Test Run plus 14 days
9	Retest (if necessary)	Client	TBD
10	Location/Provider cleanup performed	Client	Optional – December 31, 2012
11	Sample Configuration Completed	Client	January 4, 2013
12	Chase Configuration Completed	Client	January 4, 2013
13	Production Software Validation	Client	January 2013
14	Production Input Files Prepared	Client	January/February 2013
15	Production Datamart with Sample Pull Available	Vendor	January/February - 7 days from the receipt of usable input files. Input files should be standard or in the same format as test input
16	Data Analysis - Production	Client	January/February - Delivery of Production Data plus 14 days

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AUG 13 2012  
DEPARTMENT OF VERMONT  
HEALTH ACCESS

Item	Deliverable description	Assigned to	Completion Date
17	Train Quality Reporter	Vendor	Optional - Viewing features and managing chart review – Performing Chart Review – In Person (Dec-March)
18	Administrative Refresh Input Prepared	Client	April 19, 2013
19	Final Datamart Created	Vendor	April - 7 days from the receipt of usable input files. Input files should be standard or in the same format as test input
20	Chart Review	Client	Start after completion of production run and Complete in May
21	Feedback Meeting	Client and Vendor	July 18, 2013
22	Proactive Run (as requested and limited to monthly basis)	Vendor	

By deleting on pages 4-7 in Amendment #2, Attachment C in its entirety, and substituting in lieu thereof the following Attachment C:

**ATTACHMENT C**  
**CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

- 1. Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will



employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

**Workers Compensation:** With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

**General Liability and Property Damage:** With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**Automotive Liability:** The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**Professional Liability:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$N/A per occurrence, and \$N/A aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to



- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the



State during the term of this Agreement.

17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.
19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

State of Vermont – Attachment C

Revised AHS – 7-1-2012

By deleting on page 22-23 of the base agreement, Attachment D in its entirety, and substituting in lieu thereof the following Attachment D:

#### ATTACHMENT D

#### MODIFICATION OF CUSTOMARY PROVISIONS OF ATTACHMENT C OR ATTACHMENT F

1. The insurance requirements contained in Attachment C, Section 7 are hereby modified:

By deleting the following language:

Before commencing work on this Agreement

And substituting in lieu thereof the following language:

Upon request

By deleting both instances of the following language:

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

By deleting "Professional Liability" from the insurance requirements of Section 7

2. Requirements of other Sections in Attachment C are hereby modified:



notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

**By deleting section 12, "Set Off" and substitute in lieu thereof the following Section 12**

**12. Set Off:** The State may, with written prior notice, set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter. Any set off sums shall be specifically itemized along with the corresponding debt owed the State.

**By deleting Section 14, "Child Support" in its entirety**

**3. Requirements of Sections in Attachment F are hereby modified:**

**By deleting Section #10, "Intellectual Property / Work Ownership" in its entirety**

**By adding the following language after the word "backups" in Section #11, "Security and Data Transfers":**

not more than 6 months from termination of the Agreement

**4. Reasons for Modifications:**

The above modifications are approved in view of limited risk to the State in the performance of services under the provisions of this contract, and the proprietary software license that cannot transfer into intellectual property owned by the State.

Approval:

Assistant Attorney General:  



STATE OF VERMONT  
AMENDMENT TO CONTRACT FOR PERSONAL SERVICES  
VERISK HEALTH, INC.

PAGE 8 OF 8  
CONTRACT # 16955  
AMENDMENT #3

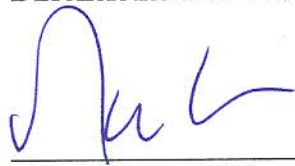
Date:

6/28/12

State of Vermont – Attachment D  
Revised AHS – 12-08-09

This amendment consists of 8 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#16955) dated May 28, 2010 shall remain unchanged and in full force and effect.

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS



MARK LARSON, COMMISSIONER

DATE

CONTRACTOR  
VERISK HEALTH, INC.



~~DAVID HANSEN~~, VICE PRESIDENT  
JORDAN BAZINSKY

DATE

8/19/2012